

Appendix B - Workforce Development Plan

Austin Lawrence Partners East, L.L.C.,

PLAN OBJECTIVE:

The objective of this workforce development plan (“Plan”) is to establish a partnership between the Durham Career Center and **Austin Lawrence Partners East, L.L.C.**, (hereinafter referred to as “Business”) in which Business will utilize the Durham Career Center as a primary source for recruitment to maximize the placement of Durham residents for as many of the new jobs created by this project as practical. The Business has no obligation to hire referred candidates from the Durham Career Center. This Plan refers to new positions created as a result of the project and positions created during construction/renovation/redevelopment for project as applicable.

If more than one project is included within this project, the individual projects are defined as follows:

Durham Career Center services are provided to the Business on a prepaid basis by revenue generated through taxes.

This workforce development plan is referenced in the contract or agreement titled (Austin Lawrence Partners East, L.L.C.,) dated **Insert date** (the “Contract”)

Defined terms used but not defined herein shall have the meanings ascribed thereto as provided in the Contract.

PLAN EXECUTION:

GENERAL TERMS:

1. Business will utilize Durham Career Center as a source for recruiting by notifying the Durham Career Center of specific job opportunities with Business during the life of the project as soon as the need is identified. Business will notify the Durham Career Center of positions through a detailed job description (the Durham Career Center Position Listing form may be used if a formal job description is not available). When able, Business will notify the Durham Career Center of positions that will be created after the construction phase (ex: a hotel is being constructed; both construction and hotel job opportunities may be provided at appropriate timeframe). A requirement of this workforce plan is for the Business to list positions with the Durham Career Center and consider referrals from the Durham Career Center foremost before candidates from other sources. In cases where construction/renovation/redevelopment are involved, the general contractor and all sub-contractors are required to utilize the Durham Career Center for recruitment for all positions that are created as a result of the project. A list of all sub-contractors shall be provided by Business prior to the start of the project for comparison to job listings recorded at the Durham Career Center at the end of the project.

It is the intent of the Durham Career Center to carefully screen individuals for the appropriate skill sets for prospective positions and to refer candidates that meet the knowledge, skills and abilities of those positions.

This agreement does not preclude the Business from using other sources to conduct recruitment, referral and placement activities. Job openings to be filled by internal promotion from Business' current workforce need not be listed with the Durham Career Center.

2. In cases where construction/renovation/redevelopment is involved in the project, Business will provide appropriate safety items and tools for new hires recruited through the Durham Career Center.
3. Business will partner with the Durham Career Center to participate in job fairs/on-going recruitment opportunities/outreach events.
4. Business shall provide quarterly workforce reports as stated under the section of this plan titled, 'Reporting Requirements'.
5. Durham Career Center and Business agree that for purposes of this Plan, new hires and jobs created include all Business' job openings and vacancies in the County of Durham including those created as a result of internal promotions, terminations, and expansions of Business' workforce, as a result of this project.
6. The Durham Career Center will screen jobseekers according to the position qualifications as listed on the job descriptions provided by the Business and refer candidates per instructions from Business. The Durham Career Center shall attempt to place a percentage of the Business' openings commensurate with the number of applicants within the given occupational areas of the positions being recruited.
7. The Durham Career Center will make every reasonable effort to implement cost-savings incentives such as work experience, on-the job training and relevant tax credits when relevant and appropriate to assist Business with recruiting efforts. Specifications and cost for such incentives will be mutually agreed upon by the Business and the Durham Career Center set forth in a separate agreement.
8. This Plan is made only in conjunction with the Contract and shall not be construed as an approval of any Business bid package, bond application, and lease agreement, zoning application, loan, incentive proposal or contract/subcontract.

DURHAM YOUTHWORX INTERNSHIP PROGRAM

The purpose of the program (formerly Mayor's Summer Youth Program) is to connect businesses with 14-22 year olds to assist with temporary assignments and for youth to be provided exposure to the workplace and meaningful work experience. Temporary assignments could be utilized for special projects, vacation leave or assistance in general and would be an opportunity to develop individuals on an as-needed basis for future temporary needs. Positions should be appropriate for the age and skill level and not be considered high risk or otherwise dangerous. Youth are assigned to a business based on the needs of the business and the interest and ability of the youth.

As part of the Durham YouthWork Internship Program, Business will agree to participate in the interviewing process of youth that are candidates for a possible internship in the program (either

with the temporary construction opportunities or at the business itself). Business shall not be required to hire an individual but shall pay for any intern(s) hired. The internship may be an after-school experience or a 6 – 8 week, 30 hour per week experience.

AGREEMENT MODIFICATIONS

- A. If, during the term of this Agreement, Business should transfer possession of all or a portion of its business concerns affected by this Plan to any other party by lease, sale, assignment, merger, or otherwise, Business as a condition of transfer shall:
1. Notify the party taking possession of the existence of Business' contractual agreement concerning this Plan, and that full compliance with this Plan is required of the party taking possession.
 2. Business shall, additionally, advise the Durham Career Center within seven (7) business/calendar days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

REPORTING REQUIREMENTS

Business shall deliver to the City a quarterly report (City shall provide report template) within 45 days after the close of the preceding calendar quarter that reflects the following information for the immediately preceding calendar quarter:

1. Job openings during quarter
2. Number of hires during the quarter
3. Physical address including zip code for all new hires (to determine Durham residency)
4. Number of jobs and job openings from jobs listed with the Durham Career Center
5. Number of referrals received from the Durham Career Center
6. Number of referrals from the Durham Career Center that were interviewed
7. Number of hires from the Durham Career Center referrals
8. Types of Positions Listed with Durham Career Center Per Quarter
9. Quality of Referrals Received from Durham Career Center per Quarter (Satisfactory, Unsatisfactory, NA. If unsatisfactory feedback is requested)
10. Reports should be comprehensive and cumulative for the duration of the Contract. Reports should indicate timeframes for quarters represented and should reflect quarterly and cumulative totals for relevant data.

This Plan shall take effect when signed by the parties below and shall be fully effective per the terms of the Contract and any extensions or modifications to that period in the Contract.

Name

Date

Title

Name of Company OR Representative

Kevin Dick

Director, City of Durham

Office of Economic & Workforce Development

Date